

**MIDDLETOWN-PURCHASING OFFICE ROOM 112
MUNICIPAL BUILDING 245 DEKOVEN DRIVE
MIDDLETOWN, CT 06457
(860) 638-4895
(860- 638-1995) Fax**



**CITY OF MIDDLETOWN
REQUEST FOR PROPOSAL**

RFP #2014-015

**INDEPENDENT EMPLOYEE BENEFITS CONSULTING FOR THE CITY OF MIDDLETOWN AND
MIDDLETOWN BOARD OF EDUCATION**

PROPOSALS DUE BY: Friday, May 9, 2014 at 3:00 P.M.

**Carl Erlacher
Director of Finance**

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**REQUEST FOR PROPOSALS
CITY OF MIDDLETOWN**

The City of Middletown is accepting proposals from qualified firms to provide Employee Health Care Benefits Consulting Services. Proposals, addressed to the Supervisor of Purchases, City of Middletown, c/o the Purchasing Office, Room 112, Municipal Building, Middletown, Connecticut 06457, will be accepted until **Friday, May 9, 2014 at 3:00 pm** for the following project:

**RFP #2014-015
INDEPENDENT EMPLOYEE BENEFITS CONSULTING FOR THE CITY OF MIDDLETOWN
AND MIDDLETOWN BOARD OF EDUCATION**

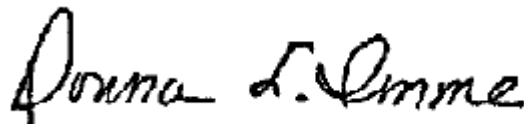
Proposal forms may be obtained at the Office of the Supervisor of Purchases, Room 112, Municipal Building, 245 DeKoven Drive, Middletown, Connecticut 06457, Monday through Friday between the hours of 8:30 A.M. and 4:30 P.M. **for a fee of \$.50 per page.** It is **preferred** that they are downloaded **free of charge on the City of Middletown web site: www.MiddletownCT.gov**. All questions concerning this request must be directed to the office of the Supervisor of Purchases at (860) 638-4895.

Proposal documents, amendments to proposals or withdrawals of proposals received after the time set for the receipt of proposals **will not be considered**. The City of Middletown reserves the right to waive any defect or irregularity in any proposal and shall reserve the right to reject any or all proposals.

All firms submitting a proposal with questionnaire are subject to and must comply with the equal opportunity and non-discriminatory provisions set forth in the Affirmative Action Plan of the City of Middletown.

Date: **04/11/2014**

Middletown, Connecticut

A handwritten signature in black ink, reading "Donna L. Imme", is written over a horizontal line.

Donna L. Imme, CPPB
Supervisor of Purchases

**INDEPENDENT EMPLOYEE BENEFITS CONSULTING FOR THE CITY OF MIDDLETOWN
AND MIDDLETOWN BOARD OF EDUCATION**

INTENT AND GENERAL INFORMATION

The City and/or BOE are soliciting proposals from qualified firms to provide Employee Health Care Benefits Consulting Services. Consulting services shall include, but not be limited, to day-to-day benefit consulting, review and analysis of renewal offers from service providers and/or carriers and other administrative and labor related services. The intent is to have a fee based service for an Employee Health Care Benefits Consultant. The purpose of this Request for Proposal

(RFP) is to determine what services you can provide to the City and/or BOE and how you would adapt your services for Middletown's specific needs. In addition, the City and/or BOE are looking for new ideas to promote wellness and to provide incentives to reduce the costs for Employee Health Care Benefits for the City and/or BOE.

The intent is to find a consultant that can assist the City and/or BOE with the following areas (but not limited to these):

- Compliance with all appropriate state and federal regulations
- Assistance with Healthcare Reform regulations
- Two-way employee communications about Health Care benefits
- Collective Bargaining related to Employee Health Care benefits
- Procurement of health (medical and prescription), dental, and life insurance
- Assistance with Flexible Spending Account (FSA) Plan compliance, including service provider selection as needed or upon request
- Develop annual budget projections for all relative health care insurance programs with periodic updates throughout the budget process
- Health Risk Management (including: wellness programs, incentives, adjusted premiums based on wellness efforts, cost containment, and other similar ideas)
- Retiree Drug Subsidy (RDS) attestation services

Calendar for RFP:

RFP Advertised
Deadline for Questions
RFP Due Date

4/11/14
Wednesday, April 23, 2014 by Noon
Friday, May 9, 2014 at 3:00 PM

BACKGROUND INFORMATION CITY OF MIDDLETOWN AND MIDDLETOWN BOE

In accordance with collectively bargained agreements, the City provides health insurance to about 611 employees and 464 retirees and the BOE provides health insurance to about 484 employees and 67 retirees.

Between the City and BOE, there are eight collectively bargained units: City/BOE Classified, Police, Fire, Teamsters, Library, Teachers, Paraprofessionals, and Administrators plus a group of exempt non-bargaining managers, all eligible members of which are classified as either permanent full-time or permanent part-time employees (working 20 or more hours per week), are eligible to receive the health benefits offered by the City. Medicare-eligible and non-Medicare eligible retirees are also covered by the City and BOE health plans.

Currently, all active employees and certain retirees have the option of enrolling in an Aetna PPO Plan(s) as defined by their respective collective bargaining agreements. The PPO plan options that are offered vary slightly by union group with differences primarily with the in-network copayment amounts and out-of-network deductible and co-insurance limits.

The City's enrollment also includes a unique group of about 75 past retirees and eligible dependents who receive medical coverage that is administered by Insurance Programmers Inc. in Wallingford, CT. This unique group of retirees and eligible dependents, most of whom are medicare-eligible, have coverage that is no longer available to active or recent retirees (i.e., "closed group"). Past retirees under this group receive coverage under one of the following closed benefit options: 1. an EPO network plan; 2. a Comprehensive Medical plan; and 3. Base Major Medical plan. The prescription drug benefits that are applicable to this group of retirees and eligible dependents is administered by Express Scripts.

The City is currently self-insured for medical and prescription drug coverage. Currently, Aetna serves as the City's third party claims administrator for medical with claims, administration and stop loss fees totaling about \$13 million. Included is a prescription drug benefit that is administered by pharmacy benefit manager, Express Scripts (formerly Medco Health Solutions), with claims currently costing an average of \$5 million annually.

The BOE's current medical and prescription drug coverage with Aetna is on a fully-insured basis. The BOE's current insured program costs are about \$10.3 million. Effective on July 1, 2014, the BOE will be joining the City's self-insured medical program administered by Aetna however instead of moving to the City's self-insured prescription program with Express Scripts they will continue this benefit with Aetna. Therefore, Aetna will serve as the BOE's third party claims administrator for both the medical and prescription drug benefit.

In addition, the City is contracted with CIGNA Dental to administer dental benefits afforded to all eligible City and BOE employees/retirees with claims, administration and stop loss fees totaling about 1.8 million.

All City and BOE employees/retirees also receive term life insurance at little to no cost to the employee/retiree. This coverage is insured by The Hartford Life. Benefit amounts vary by collective bargaining agreement with the majority of employees/retirees receiving a benefit amount ranging from a flat \$10,000 to one that is equal to 2x base annual salary rounded to the nearest thousand.

To view the Summary of Benefits applicable to all City collective bargaining units go to the City's website at www.middlestownct.gov, select Department "Risk Management", then click [Employee and Retiree Health Benefits](#). For the BOE benefit summaries, go to www.middletownschools.org, select Department "Human Resources", then click [Insurance & Benefits](#).

This contract is anticipated to be awarded on or before July 1, 2014. All employee health benefits have a renewal date of July 1 of each year. City and/or BOE renewals for July 1, 2015 will be the responsibility of the new consultant selected under this RFP. The process for the next renewal starts as early as November 2014.

The initial term of the contract will be for three (3) years beginning July 1, 2014. The City and/or BOE shall have the option to renew the contract for two successive one-year periods under the same terms and conditions subject to appropriation of funds.

SCOPE OF SERVICES

The City and/or BOE reserve the right to select more than one contractor/consultant if it is in their best interest. However, we hope the successful Proposer will perform the following core services as part of the total employee health care benefits consulting services to the City and/or BOE (these are not necessarily listed in order of importance):

Employee Health Care Benefit Consulting and Monitoring

- Ensure accurate follow through on all negotiated contractual arrangements made between the City and/or BOE and any administrators or insurance carriers utilized by the City and/or BOE. Assist with transitions or implementations involved with a change in insurance carrier and/or administrator.
- Ensure that all arrangements with any administrator and/or insurance carriers are strictly adhered to. Monitor stop-loss thresholds and ensure compliance when thresholds are met. Advise as to recommended stop loss attachment points, and seek alternative quotes as needed.
- Provide current information on managed care delivery systems, including, PPO, HSA's and other current and emerging systems and any other general health care consulting advice.
- Perform a rate analysis, evaluate and negotiate all renewals for each fiscal year.
- Monitor and maximize management information available through all providers.
- Intervene and resolve claim issues.
- Monitor claim performance according to any performance standards contracts the City and/or BOE may have with any provider. Recommend the establishment of additional performance standard agreement with vendors if there are service problems.
- Monitor and coordinate services including: claim processing, trend analysis, booklet, identification cards and administrative/premium payments. Review plan documents and summary plan descriptions as required.
- Provide consulting advice for union negotiations before, during and after the negotiations to include the impact of changing health care benefit levels and advice on implementing the new changes.
- Assist and provide recommendations in order to fulfill compliance requirements of State and Federal regulations, statutes and mandates. (COBRA, HIPAA, Healthcare Reform, etc.)
- Prepare and manage "RFP's" for employee health care benefits and/or incentive programs, pharmacy programs and stop loss as desired by the City and/or BOE.
- Provide routine group benefit and general health care consulting advice. Assist the City and/or BOE in establishing a strategic plan for employee health care benefits. Provide

ongoing analysis and planning of new approaches to employee health care benefits. Take the initiative to bring new ideas to the City and/or BOE. Work with the City and/or BOE team to develop and provide policy direction.

- Provide ongoing analysis of plan designs, cost containment strategies and cost sharing alternatives available to the City and/or BOE while maintaining integrity of union contracts.
- Develop strategies for implementation of new health care benefit programs to employees through two-way communication and educational programs. Assist employees in decisions related to their employee health care benefits during open enrollment. Coordinate employee communication and conduct employee information meetings as new programs are implemented and about existing benefits and how to use them properly. Vendor should plan on attending health fair and assisting with organization of such fair.
- Inform the City and/or BOE of changing legislation and legal decisions affecting employee health care benefits. Advise and discuss methods to comply with these changes.
- Assist City and/or BOE with implementation of wellness programs. Provide assistance, materials and resources for wellness program, employee education materials for healthy lifestyles and participation in health fairs.
- Provide advice on data practices, records retention and privacy issues
- Assist the City and/or BOE with its budget planning for employee health care benefit costs by providing renewal estimates not later than mid-December for Health Insurance with updated rate cost in March of each year
- Upon request, meet with the City and/or BOE to present analysis of experience and budget projections for upcoming year.
- Provide a team of qualified servicing representatives available to the City and/or BOE on an on-going basis.
- Prompt response to questions and requests is an absolute requirement. It is expected that there will be more than one individual within the firm capable of addressing possible concerns of the City and/or BOE
- Analyze and report utilization trends and cost with recommendations.
- Prepare an Annual Stewardship Report for the City and/or BOE including complete accounting of fees and/or commissions earned on the account, observations on relevant changes in the health care insurance market, view on loss exposures facing the City and/or BOE, loss control activities and insurance health care policy summaries.
- If the City and/or BOE changes consultants as a result of this RFP the successful firm will need to have a transition plan. Proposing firms should describe their transition plan.

Respondents Questionnaire Form	Yes	No
Is your firm licensed in the State of Connecticut?		
Has your firm ever been suspended, warned or fined by the Connecticut Insurance Department? If yes please explain –You may attach a separate list		
Is your firm currently in arrears on payments of insurance premiums to any Insurance Company?		
Does your firm have two or more qualified persons to handle the City and BOE accounts.		
Does your firm have two or more qualified persons to handle the City and BOE account with 10 years of experience in employee benefits?		
Do you carry the appropriate insurance as indicated in Appendix A		
Have you worked with at least two accounts with premiums over \$5 million or more (within the last three (3) years)		
Have you worked with at least 3 political subdivisions of the State of Connecticut (i.e. municipality, school system public authority, etc)		
Please describe up to three accounts you have handled for political subdivisions. List type of Account, Type of Coverage written/handled and premium(s) –You may attach a separate list		
List three references from current accounts - Provide Contact Name, Title, Agency, telephone number, and services provided –You may attach a separate list		
Have you implemented cost containment efforts for your clients? If so, Please provide 3 examples and the savings achieved -You may attach a separate list		
Please list those companies you would approach for the City and/or BOE' Medical, Dental, Prescription Insurance and your annual premium volume with each company–You may attach a separate list		
Please list those companies you would approach for the City and/or BOE' Life Insurance and your annual premium volume with each company–You may attach a separate list		
What type of wellness initiatives have you implemented for other clients, please describe –You may attach a separate list		
Have you developed RFP's for Clients to receive comparative prices for Health Insurance		
Do you agree to disclose, in writing, all compensation received by you or your firm in connection with the placement or servicing of insurance for the City and/or BOE from any source other than the City and/or BOE?		
Do you agree to follow all HIPAA laws when dealing with City and/or BOE Information?		
Please list the number of employees in your company? _____		
Please list all office locations for your company near Middletown–You may attach a separate list		
How many staff will you assign to this account? Please include Resumes of Key Personnel –You may attach a separate list		
Have you been involved in any litigation or arbitration in the past five (5) years?		

ADDITIONAL INFORMATION

1. EXECUTION OF CONTRACT:

The City of Middletown will review qualification statements within thirty (30) days from receipt. An agreement and method of compensation will be negotiated with the selected consultant.

2. EVALUATION AND SELECTION:

Proposals will be evaluated based upon the criteria and/or factors of evaluation listed in the Request for Proposal.

The City and/or BOE may elect to have the proposals evaluated by a committee. If deemed necessary by the committee, the City and/or BOE reserves the right to short list the proposals received and schedule interviews and oral presentations.

The City and/or BOE shall select the responsible Proposer whose proposal is determined by the City and/or BOE to be the best suited, most advantageous, and provides the greatest overall benefit to the City and/or BOE on the basis of the criteria and/or factors of evaluation listed. The City and/or BOE expressly reserve the right to negotiate with the selected Proposer prior to an award of any contract pursuant to this Request for Proposal. **The City and BOE reserve the right to select different vendors instead of one vendor if appropriate.**

The City and/or BOE reserve the right to reject any and all proposals and to waive any informalities or technical defects in any proposal. Non-selection of any proposal will mean that another acceptable proposal was deemed to be more advantageous to the City and/or BOE or that no proposal was accepted.

Proposers whose proposals are not accepted will be so notified. Notification of non-selected proposals will be devoid of any criticism of the proposal and of any implication that the proposal or proposed equipment was deficient.

3. QUESTIONS:

No oral interpretations shall be made to any respondent as to the meaning of any of these documents or to be effective to modify any of the provisions of this request. Every request for an interpretation shall be made in **writing**, addressed and forwarded to the **Department of Finance, c/o Supervisor of Purchases, Municipal Building, 245 DeKoven Drive, Middletown, Connecticut 06457. Questions may be emailed at purchase@middletownct.gov or sent via facsimile 860-638-1995**

To receive consideration, such questions shall be submitted in writing no later than **Wednesday, April 23, 2014 by noon.**

The Supervisor of Purchases will arrange as addenda, which shall become a part of the contract, all questions received as above provided and the decision regarding each. At least five (5) days prior to the receipt of qualifications, the Supervisor of Purchases will post a copy of said addenda at www.middletownct.gov.

Non-receipt of said addenda shall not excuse compliance with said addenda. **Please note it is the responsibility of each respondent to determine whether any addenda have been issued and if so whether he/she has received a copy of each. All addenda and/or updated information will be posted to our city website at www.middletownct.gov. Bidders are required to visit our website to acknowledge all updates and said addenda's.**

No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

4. RECEIPT OF QUALIFICATION STATEMENTS:

Pursuant to the "Invitation to Submit a Qualifications", Qualification Statements for providing services will be received by the Purchasing Department, Room 112, at the time and date set forth therein with the award to be made as soon as practicable thereafter. Qualification Statements received prior to the date set for receipt will be securely kept. Qualification Statements received by the time set for receipt will be opened and recorded by the Supervisor of Purchases at the exact time set for receipt irrespective of any irregularities therein. Respondents and or their representative and any interested public may be present.

Qualification Statements must be signed and acknowledged by the respondent where indicated; submitted in an envelope using the bid label provided.

5. PROPOSAL CONTENTS

The Request for Proposal is intended to provide interested Proposers with uniform information concerning the conditions for submitting proposals. To that extent this RFP presents detailed system requirements. Proposers must examine all information and materials contained in this RFP. **Failure to do so will be at the Proposer's risk.** In response to the RFP, Proposers shall adhere to the established format. By doing so, comparable objective data will be provided for the City and/or BOE's review and analysis. The Proposal shall contain the following sections, in order and format described.

Submittal Letter

A letter of transmittal addressed to **The City of Middletown** which includes a statement by the Proposer accepting all terms and conditions and requirements contained in the RFP. The letter should also include a brief discussion of the Proposer's background, experience and ability to perform this contract in accordance with the Scope of Services. It must also include information on all sub-consultants proposed for the contract (if any). Also to be included is a listing of all-

municipal clients for whom recent (past 3 years only) health benefits consulting services were performed in the State of Connecticut as well as the nature of the project. Submittal letter should indicate: appropriate contact person for this project with name, address, phone, email; Connecticut office location; and name of authorized person who can enter into a contract with the City and/or BOE.

Provide a written summary in sufficient detail to demonstrate an understanding of the scope.

METHOD OF SELECTION FOR CRITERIA FOR AWARD

The following factors will be considered by the Professional Services Committee in evaluating the proposals submitted for award. The factors to be evaluated will not necessarily be evaluated in the order they are presented.

Selection Criteria

The following criteria will be used, without limitation, in determining the successful Provider:

- The Respondent's technical understanding of the project, its purpose, scope and field and evidenced by the quality of the proposal submitted.
- The background and experience of the Respondent in providing similar services elsewhere, including the level of experience in working with municipalities and/or other governmental bodies of similar size, and the quality of services performed, either for the City or for other municipal or private sector clients.
- The specific background, education, qualifications, and relevant experience of the individuals designated to provide services, especially those of the project manager, and documentation of relevant and pertinent training and accreditations of each member of the team.
- Commitment to the City's timetable for the project.
- Assessment of the Respondent's ability to develop and maintain a positive working relationship with City staff and actively communicate with same.
- Location of the Respondent's office(s).
- Competitiveness of proposed fee, although the City is not bound to select the respondent who proposes the lowest fees for services. The City reserves the right to negotiate fees with the selected respondent.
- The Respondent's responsiveness and compliance with the RFP requirements and conditions.
- A review of references from other clients as provided in the Proposal submitted.
- Determination that the selected Provider has no contractual relationships which would result in a conflict of interest to the City's contract.

Proposals in response to this RFP will be reviewed against the criteria listed above, and award of contract shall be made in accordance with standard purchasing procedures.

GENERAL TERMS AND CONDITIONS

Any prospective respondents must be willing to adhere to the following conditions and must positively state their compliance to them in the request for qualifications.

1. Acceptance or Rejection by the City of Middletown - The City of Middletown reserves the right to accept and or reject any or all qualification statements submitted for consideration to serve the best interests of the City of Middletown. Offerors who's qualification statements are not accepted shall be notified in writing.
2. Ownership of Documents - All qualification statements submitted in response to this RFP are to be the sole property of the City of Middletown and subject to the provisions of Section 1-19 of the Connecticut General Statutes (re: Freedom of Information).
3. Ownership of Subsequent Products - Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP is to be the sole property of the City of Middletown unless stated otherwise in the RFP or contract.
4. Timing and Sequence - Timing and sequence of events resulting from this RFP will ultimately be determined by the City of Middletown.
5. Oral Agreements - Any alleged oral agreement or arrangement made by a consultant with any agency or employee will be superseded by the written agreement.
6. Amending or Canceling Requests - The City of Middletown deserves the right to amend or cancel this RFP, prior to the due date and time, if it is in the best interest of the City to do so.
7. Rejection for Default or Misrepresentation - The City of Middletown reserves the right to reject the proposal of the consultant which is in default of any prior contract of for misrepresentation.
8. City's Clerical Errors in Awards - The City of Middletown reserves the right to correct inaccurate awards resulting from its clerical errors.
9. Rejection of Qualified Qualification Statements - Qualification statement are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.
10. Changes to Qualification Statements - No additions or changes to the original qualification statement will be allowed after submittal.
11. Contract Requirements - A formal City/BOE Agreement will be entered into with the consultant selected. The contents of the proposal submitted by the successful respondent and the RFP will become part of any contract award.
12. Rights Reserved to the City of Middletown - The City of Middletown reserves the right to award in part, to reject any and all qualification statements in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.
13. Withdrawal of Qualification Statements - Negligence on the part of the respondent in preparing the qualification statement confers no right of withdrawal after the time fixed for the acceptance of the qualification statement.
14. Assigning, Transferring of Agreement - The successful respondent is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement of its rights, title or interest therein or its power to execute such

agreement to any other person, company or corporation without the prior consent and approval in writing by the City.

15. Cost of Preparing Qualification Statements - The City shall not be responsible for any expenses incurred by the organization in preparing and submitting a qualification statement. All qualification statement shall provide a straight-forward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

16. Definition of Terms - For the purpose of this proposal whenever the word "respondent" appears it shall refer to "consultant" and whenever the word "consultant" appears it shall refer to "respondent".

17. Affirmative Action - Demonstration of commitment to Affirmative Action by full compliance with the regulations of the Commission of Human Rights and Opportunities (CHRO).

RFP #2014-015
INDEPENDENT EMPLOYEE BENEFITS CONSULTING FOR THE CITY OF MIDDLETOWN
AND MIDDLETOWN BOARD OF EDUCATION

PROPOSAL PAGES 14-17

Issued 04/11/2014 Reply Date: Friday, May 9, 2014 at 3:00 P.M.

To: Donna L. Imme, CPPB
Supervisor of Purchases
Room 112, Municipal Building
245 DeKoven Drive
Middletown, Connecticut

We, the undersigned submit our qualifications provide Employee Health Care Benefits Consulting Services in accordance with the Scope of Services outlined in this request, and as further modified by negotiation, and submit for your consideration the following:

RESPONDENT CHECKLIST

We have submitted the following for your review:

- | | | |
|----|--|-------|
| 1. | Letter of Transmittal | _____ |
| 2. | Respondents Questionnaire Form | _____ |
| 3. | Proposal Pages/Fee Schedule (14-17) | _____ |
| 4. | Non-Collusive Statement | _____ |
| 5. | Affirmative Action Experience
Summary & Affirmative Action
Policy Statement & Plan | _____ |
| 6. | Submit four (4) Copies of Qualification
Statement (Incorporate all of the requirements
Set forth in the section entitled "Submission
Of Qualification Statements") | _____ |

THE BID MUST BE SIGNED BY THE BIDDER TO BE ACCEPTED

COMPANY NAME

SIGNATURE AND TITLE

SCHEDULE OF FEES FOR THE CITY OF MIDDLETOWN ONLY	
Item #1	ANNUAL FEES FOR THE CITY OF MIDDLETOWN ONLY TO PERFORM ALL CONSULTING SERVICES INDICATED IN THE SCOPE OF SERVICES Year 1 <div style="text-align: right;">(\$ _____)</div> WRITTEN FIGURES
Item #2	ANNUAL FEES FOR THE CITY OF MIDDLETOWN ONLY TO PERFORM ALL CONSULTING SERVICES INDICATED IN THE SCOPE OF SERVICES Year 2 <div style="text-align: right;">(\$ _____)</div> WRITTEN FIGURES
Item #3	ANNUAL FEES FOR THE CITY OF MIDDLETOWN ONLY TO PERFORM ALL CONSULTING SERVICES INDICATED IN THE SCOPE OF SERVICES Year 3 <div style="text-align: right;">(\$ _____)</div> WRITTEN FIGURES
TOTAL OF ITEMS #1-3: <div style="text-align: right;">(\$ _____)</div>	
Written Figures	
SCHEDULE OF FEES FOR THE CITY OF MIDDLETOWN BOE ONLY	
Item #4	ANNUAL FEES FOR THE CITY OF MIDDLETOWN BOE ONLY TO PERFORM ALL CONSULTING SERVICES INDICATED IN THE SCOPE OF SERVICES Year 1 <div style="text-align: right;">(\$ _____)</div> WRITTEN FIGURES
Item #5	ANNUAL FEES FOR THE CITY OF MIDDLETOWN BOE ONLY TO PERFORM ALL CONSULTING SERVICES INDICATED IN THE SCOPE OF SERVICES Year 2 <div style="text-align: right;">(\$ _____)</div> WRITTEN FIGURES
Item #6	ANNUAL FEES FOR THE CITY OF MIDDLETOWN BOE ONLY TO PERFORM ALL CONSULTING SERVICES INDICATED IN THE SCOPE OF SERVICES Year 3 <div style="text-align: right;">(\$ _____)</div> WRITTEN FIGURES

TOTAL OF ITEMS #4-6:

_____ (\$ _____)

Written Figures**SCHEDULE OF FEES FOR CITY OF MIDDLETOWN AND BOARD OF EDUCATION COMBINED**

Item #7

ANNUAL FEES FOR THE **CITY OF MIDDLETOWN AND BOE COMBINED** TO PERFORM
ALL CONSULTING SERVICES INDICATED IN THE SCOPE OF SERVICES

Year 1

_____ (\$ _____)

WRITTEN FIGURES

Item #8

ANNUAL FEES FOR THE **CITY OF MIDDLETOWN AND BOE COMBINED** TO PERFORM
ALL CONSULTING SERVICES INDICATED IN THE SCOPE OF SERVICES

Year 2

_____ (\$ _____)

WRITTEN FIGURES

Item #9

ANNUAL FEES FOR THE **CITY OF MIDDLETOWN AND BOE COMBINED** TO PERFORM
ALL CONSULTING SERVICES INDICATED IN THE SCOPE OF SERVICES

Year 3

_____ (\$ _____)

WRITTEN FIGURES

TOTAL OF ITEMS #7-9:

_____ (\$ _____)

Written Figures

We acknowledge receipt of the following addendum, if applicable:

Addendum # 1 Date _____Addendum # 2 Date _____

PLEASE NOTE: All of the information below is REQUIRED. Please do not leave any information blank.

Date: _____

Corporation Name (if applicable)

Company Name

Mailing Address:

Payment Address (If different from mailing addr.):

Address

Address

City, State and Zip

City, State and Zip

FEIN NUMBER: _____ -- _____

Type of Organization: _____ **Individual / Sole Proprietor**

(Please Check One)

_____ **Limited Liability Company / Partnership**

_____ **Corporation**

Contact Information

Contact Name: _____ **Title:** _____

Additional Contact: _____ **Title:** _____

Phone Number: _____ **Fax:** _____

Email Address: _____

Website: _____

SIGN HERE: I hereby certify that the above information is correct.

Print or Type Name & Title

Signature

Date

WITH EACH PROPOSAL, THE BIDDER SHALL SUBMIT A SIGNED NON-COLLUSIVE STATEMENT ON THE FORM ENCLOSED HERE-IN (PAGE 18).

CITY OF MIDDLETOWN CONNECTICUT

NON-COLLUSIVE BID STATEMENT

All vendors are required to sign a Non-Collusive Statement with all public bids as follows:

- I. The bid has been arrived at by the vendor, independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit independent bidding or competition, and
2. The contents of the bid have not been communicated by the vendor or its employees or agents to any person not an employee or agent of the vendor or its surety on any bond furnished with the bid, and shall not be communicated to any person prior to the official opening of the bid.

Date _____

Signed

Company

Address

Telephone Number

ARTICLE I--EQUAL OPPORTUNITY IN EMPLOYMENT.

26-1 Contract Provisions Required

Every contract made by or on behalf of the City of Middletown for the construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

26-2 Enforcement Officer

The Human Relations Director, who is the City's Affirmative Action Officer, shall have the authority to enforce this ordinance.

26-3 Provisions to be Included

- A. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions approved by the Human Relations Director:

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex (including pregnancy), transgender status, gender identity or expression, intellectual disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, political belief, Vietnam Era Veteran status, union membership, genetic history, criminal record (unless the provisions of Section 46a-60, 46a-80(b) or 46a-81 of the Connecticut General Statutes are controlling or there is a bona fide occupational qualification excluding persons in one of the protected groups) present or past history of mental or physical disability, or sexual orientation in any manner prohibited by the laws of the United States or of the State of Connecticut or the City of Middletown. The contractor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that may be requested concerning the employment practices and procedures of the contractor as related to the provisions of this section.

- B. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

26.4 Notices to be posted on project site.

The contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.

26.5 Subcontractors and Suppliers

In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract or for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

26.6 Effect on other laws

Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

(4/7/80; 3/8/93, 11/1/02, 2/3/03, 6/3/13)

EXHIBIT A – INSURANCE REQUIREMENTS

RFP #2014-015 INDEPENDENT EMPLOYEE BENEFITS CONSULTING OFFICE OF THE GENERAL COUNSEL

A. GENERAL REQUIREMENTS:

CONSULTANT shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of **CONSULTANT'S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut.

The insurer shall provide the City of Middletown with original completed **Certificates of Insurance signed by an authorized representative of the insurance company(ies)** prior to purchase order/contract issuance. **CONSULTANT** also agrees to provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of each policy.

Such insurance or renewals or replacements thereof shall remain in force during **CONSULTANT'S** responsibility under this contract.

CONSULTANT, at their own cost and expense, shall procure and maintain all insurances required and shall name the City of Middletown as an Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverage. Coverage is to be provided on a primary, noncontributory basis. Upon request, **CONSULTANT** shall provide a copy of the policy endorsement confirming the additional insured status of all parties required to be named in accordance with the terms of this contract.

In order to facilitate this requirement for insurance, it is recommended that CONSULTANT forward a copy of these requirements to their insurance representative(s).

B. SPECIFIC REQUIREMENTS:

(1) Workers' Compensation Insurance -

CONSULTANT shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$100,000 Each Accident
\$500,000 Disease, Policy Limit
\$100,000 Disease, Each Employee

If the **CONSULTANT** does not have any employees and therefore is not required by law to carry this coverage, the City, in lieu of said coverage, will require the **CONSULTANT** to execute the City's Indemnification & Subrogation Agreement Form made available by the City's Risk Manager.

(2) Commercial General Liability Insurance -

CONSULTANT shall carry Commercial General Liability insurance (Insurance Services Offices Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$1,000,000

is required. The Aggregate Limit will be not less than \$1,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(3) **Business Automobile Liability Insurance -**

If applicable, **CONSULTANT** shall carry Business Automobile Liability insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A combined single limit each accident of \$1,000,000 is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(4) **Professional Liability Insurance –**

CONSULTANT shall carry Professional Liability Insurance in an amount of not less than \$1,000,000.

C. **SUBCONTRACTORS REQUIREMENTS:**

CONSULTANT shall require the same insurance that it is required to carry by the City of Middletown to be carried by any subcontractors and independent contractors hired by **CONSULTANT** and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

CONSULTANT shall require that the City of Middletown be named as an Additional Insured on all subcontractors and independent contractors insurance, except Worker's Compensation and Professional Errors and Omissions coverage, before permitted to begin work. Coverage is to be provided on a primary, noncontributory basis.

CONSULTANT and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the City of Middletown and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

D. **OTHER**

- If any policy is written on a "claims-made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of work/service performed under this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.
- The City reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

**INSURANCE LANGUAGE
APPROVED AS TO FORM:**

**DAWN M. WARNER
RISK MANAGER
April 8, 2014
DATE**

Bid Return Label

Always use Mailing Label below on all packages when submitting bids to the City of Middletown Purchasing Office for clear identification of your bid response.

Official Bid Documents Enclosed:

**RFP #2014-015 – INDEPENDENT EMPLOYEE BENEFITS CONSULTING FOR
THE CITY OF MIDDLETOWN AND MIDDLETOWN BOARD OF EDUCATION**

Return Date: Friday, May 9, 2014 at 3:00 pm

**City of Middletown Purchasing Department
Municipal Building Room 112
245 DeKoven Drive
Middletown, CT 06457**

